

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-219855

DATE: October 10, 1985

MATTER OF: Pierpoint, Inc.

DIGEST:

1. A bid is responsive to a solicitation where it unequivocally offers to provide the requested items or services in total conformance with the specification requirements and the conditions of the invitation. The fact that the bid may be subject to correction under the procurement regulations thus does not in itself mean the bid is nonresponsive.
2. Where a mistake in bid is alleged prior to award and the bidder presents clear and convincing evidence of the mistake and of the intended bid and where correction would not displace any other bidder, the bidder may obtain correction of its mistake.

Pierpoint, Inc. protests the Department of the Air Force's determination to allow Hatfield Heating and Air Conditioning, Inc., the low bidder under invitation for bids (IFB) No. F38601-85-B-0067 for the repair of the heating plant at Shaw Air Force Base, to correct an error in its bid, which understated the cost of a boiler. We deny the protest.

The IFB was issued on May 21, 1985, and bid opening was on June 24. Of the three bids received, Hatfield's was low at \$185,000, and Pierpoint's was second low at \$251,000. The government estimate for the contract was \$240,000. Award has not been made.

Because of the substantial difference between Hatfield's bid and Pierpoint's bid and the government estimate, the Air Force requested that Hatfield confirm its bid. On June 26, Hatfield informed the Air Force that its bid included an incorrect boiler cost of \$481.55, and that the correct cost was \$48,155. Hatfield requested correction of its bid and consideration of the corrected bid, supported by the firm's worksheet, adding machine tapes and the cost estimate used in preparing the bid.

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The Air Force notified the other bidders of Hatfield's claim and, through the Base Civil Engineering Office, obtained a review of the projected cost of the solicitation. The Air Force then decided to allow Hatfield to correct its bid.

Pierpoint argues that the mistake in Hatfield's bid renders that bid nonresponsive, and that Pierpoint should be awarded the contract. The Air Force argues that Hatfield's bid is responsive and that correction of Hatfield's mistake is permissible under the Federal Acquisition Regulation (FAR). We agree with the Air Force.

A bid is responsive if the bidder unequivocally offers to provide the requested items or services in total conformance with the specification requirements and the conditions of the invitation. Public Entity Underwriters, Ltd., B-213745, Sept. 20, 1984, 84-2 C.P.D. ¶ 326. Here, because the record establishes that Hatfield, without qualification, bid on the terms of the solicitation, we find no basis to declare Hatfield's bid nonresponsive. Bids such as Hatfield's, which are subject to correction under the mistake in bid procedures, are not nonresponsive. See Rut's Delivery Service, B-217286, Apr. 26, 1985, 85-1 C.P.D. ¶ 474.

Under our decisions and the FAR, 48 C.F.R. § 14.406-3(a) (1984), a bidder may obtain correction of a mistake in its bid alleged prior to award where there exists clear and convincing evidence of the mistake and of the intended bid, and where correction would not displace any other bidder. See, e.g., Schoutten Construction Co., B-215663, Sept. 18, 1984, 84-2 C.P.D. ¶ 318. In these circumstances we have found worksheets to be clear and convincing evidence if they are in good order and indicate the intended bid price, so long as there is no contravening evidence. Amtech Elevator Services, B-216067, Jan. 11, 1985, 85-1 C.P.D. ¶ 31. Generally, because the authority to correct mistakes alleged after bid opening and before award is vested in the procuring agency, and because the weight attached to evidence in support of an asserted mistake is a question of fact, we will not disturb an agency's determination concerning bid correction unless there is no reasonable basis for the decision. Schoutten Construction Co., B-215663, supra; Amtech Elevator Services, B-216067, supra.

Hatfield submitted worksheets, adding machine tapes and the supplier's price quote to the Air Force. These documents indicate that the intended boiler cost of \$48,155 was entered into Hatfield's adding machine erroneously as \$481.55. The Air Force points out that had the proper entry been made, Hatfield's bid would have been the corrected bid which it seeks to have considered. Further, the Air Force indicates that the government's boiler cost estimate was \$83,880 and that its Civil Engineer certified that the boiler could not be obtained for \$481.55. Pierpoint does not contradict any of these facts. Under these circumstances, we cannot say the Air Force's determination to allow Hatfield to correct its mistake is without any reasonable basis.

The protest is denied.

for Seymour Efron
Harry R. Van Cleve
General Counsel